

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

CHERYL WILLIAMS,

Plaintiff,

v.

Case No. 6:19-cv-1481-Orl-37DCI

ELITE METRO CORP,

Defendant.

ORDER

Plaintiff sued her former employers for failure to pay overtime under the Fair Labor Standards Act (“**FLSA**”). (See Doc. 1.) The parties moved for approval of their FLSA settlement agreement under *Lynn’s Food Stores, Inc. v. United States ex rel. United States Department of Labor*, 679 F.2d 1350, 1355 (11th Cir. 1982). (Doc. 26 (“**Motion**”); Doc. 26-1 (“**Agreement**”).) On referral, United States Magistrate Judge Daniel C. Irick recommends the Court strike several objectionable portions of the Agreement and otherwise grant the Motion, finding the Agreement fair and reasonable. (Doc. 22 (“**R&R**”).)

The parties represent they do not object to the R&R. (Doc. 23.) The Court has examined the R&R only for clear error. See *Wiand v. Wells Fargo Bank, N.A.*, No. 8:12-cv-557-T-27EAJ, 2016 WL 355490, at *1 (M.D. Fla. Jan. 28, 2016); see also *Macort v. Prem, Inc.*, 208 F. App’x 781, 784 (11th Cir. 2006). Finding none, the R&R is due to be adopted in its entirety.

Accordingly, it is **ORDERED AND ADJUDGED:**

1. U.S. Magistrate Judge Daniel C. Irick's Report and Recommendation (Doc. 22) is **ADOPTED, CONFIRMED**, and made a part of this Order.
2. The parties' Joint Motion to Approve Settlement and Dismiss Case (Doc. 21) is **GRANTED IN PART AND DENIED IN PART**:
 - a. The following language is **STRICKEN**:
 - i. Section 2(a) of the parties' Settlement Agreement and Release of Wage Claims (Doc. 21-1, ¶ 2(a)) in its entirety.
 - ii. The second half of Paragraph 2(b) of the parties' Settlement Agreement and Release of Wage Claims (Doc. 21-1, ¶ 2(b)) starting with: *"but with the release for claims outlined in numbered paragraph 2(c) limited to the time period from the beginning of time to the date of the execution of this agreement. . . ."*
 - iii. Section 2(c) of the parties' Settlement Agreement and Release of Wage Claims (Doc. 21-1, ¶ 2(c)) in its entirety.
 - iv. The second sentence of Paragraph 10 of the parties' Settlement Agreement and Release of Wage Claims (Doc. 21-1, ¶ 10): *"This agreement may be modified only in writing, signed by both Parties."*
 - b. In all other respects, the Motion is **GRANTED**.
3. As modified above, the parties' Settlement Agreement and Release of Wage Claims (Doc. 21-1) is **APPROVED**.

4. This case is **DISMISSED WITH PREJUDICE**.

5. The Clerk is **DIRECTED** to close the file.

DONE AND ORDERED in Chambers in Orlando, Florida, on March 16, 2020.




ROY B. DALTON JR.
United States District Judge

Copies to:
Counsel of Record